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**GROUP 1600**

<b>Applicants</b>	<b>: Lindberg et al.</b>
<b>Serial No.</b>	<b>: 09/419,456</b>
<b>Filed</b>	<b>: October 15, 1999</b>
<b>For</b>	<b>: NEW COMPOUNDS</b>
<b>Examiner</b>	<b>: J. Fan</b>
<b>Group Art Unit</b>	<b>: 1612</b>

John M. Connor      28 April 2002  
Signature                      Date of Signature

**ATTENTION:** Examiner Jane Fan  
**FACSIMILE NO:** 703-308-4556  
**DATE:** April 28, 2000  
**PAGES:** 3

## TERMINAL DISCLAIMER

Sir:

Astra Aktiebolag, a corporation created and existing under the laws of Sweden, and having a business address at S-151 85 Södertälje, Sweden, hereby through its undersigned agent, who is empowered to act on behalf of Astra Aktiebolag, represents that Astra Aktiebolag is

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the owner of the entire right, title and interest of the above-identified patent application Serial No. 09/419,456 and of U.S. Patent No. 5,877,192 by Assignments recorded on April 17, 1995, Reel 7438, Frame 0120 and on November 14, 1997, Reel 8814, Frame 0101, respectively.

Astra Aktiebolag by its undersigned agent states that all evidentiary documents have been reviewed and certifies that, to the best of its knowledge and belief, title to Application Serial No. 09/419,456 and U.S. Patent No. 5,877,192 is in Astra Aktiebolag. The inventions claimed in U.S. Serial No. 09/419,456 and U.S. Patent No. 5,877,192 were commonly owned by assignee at the time the later invention was made.

Astra Aktiebolag hereby disclaims, except as provided below, the terminal portion of the statutory term of any patent granted on the above-identified application which would extend beyond the expiration date of the full statutory term as defined in 35 U.S.C. § 154 to 156 and 173, of prior U.S. Patent No. 5,877,192. Astra Aktiebolag hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period it, and U.S. Patent No. 5,877,192 are commonly owned. This agreement is to run with any patent granted on the above-identified application and is upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of U.S. Patent No. 5,877,192, in the event that the prior patent later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

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The Assistant Commissioner is authorized to charge Deposit Account No. 23-1703 in the amount of One Hundred and Ten Dollars (\$110.00) pursuant to 37 C.F.R. §1.20(d) and any additional fee required in connection with this communication.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: April 28, 2000

Astra Aktiebolag



John M. Genova  
Reg. No. 32,224  
Attorney for Applicants

White & Case LLP  
Patent Department  
1155 Avenue of the Americas  
New York, NY 10036-2787  
(212) 819-8200